

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

TRAVELERS PROPERTY CASUALTY COMPANY
OF AMERICA, AS SUBROGEE OF
COASTAL TRUCK BROKERS, LLC

Plaintiff

VERSUS

LAURENCE REDD
d/b/a DOUBLE L TRUCKING

Defendant

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Civil No. 1:08-cv-199-HSO-JMR

DEFAULT JUDGMENT AGAINST LAURENCE REDD d/b/a DOUBLE L TRUCKING

On December 10, 2008, Plaintiff filed a properly supported request for the clerk of the Court to enter Defendant's default on the clerk's docket. On December 10, 2008, Plaintiff filed its Motion for Default Judgment in the above-styled case. On December 11, 2008, the clerk of the Court properly entered Defendant's default on the clerk's docket.

After reviewing the pleadings on file and the clerk's docket in this case, and after hearing the evidence offered by Plaintiff and admitted by the Court, the Court finds that:

1. On May 19, 2008, Plaintiff filed its Complaint for damages against Defendant pursuant to the Carmack Amendment, 49 U.S.C. § 14706, et seq.
2. On May 20, 2008, the Clerk issued a summons directed to Defendant.
3. Plaintiff forwarded to a Mississippi process server, Dempsey Lawler with Dempsey Lawler Investigations, a copy of Plaintiff's Complaint and the Summons directed to Defendant, and requested that Defendant be served by serving personally, Laurence Redd, 80 Woodforest Drive, Gulfport, Mississippi 39507.
4. On June 12, 2008, Defendant, Laurence Redd, was served personally at 80 Woodforest Drive, Gulfport, Mississippi 39507 as is permitted under FRCP Rule

4(e)(2) allowing service upon individuals pursuant to the law of the state in which the district court is located.

5. Although duly and properly served with process in this suit, Defendant has failed to file an answer or otherwise respond.

6. The applicable time for Defendant to respond has expired.

7. The Defendant is not an infant or an incompetent person and is not in the military service.

8. Plaintiff has been damaged in the sum of \$100,000.00.

Plaintiff's Motion for Default Judgment is sound, full supported and should be granted.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED Plaintiff be granted Judgment against Defendant in the amount of \$100,000.00, plus pre-Judgment interest in the amount of \$387.45 through December 10, 2008, plus pre-Judgment interest at the per diem rate of \$1.89 until the date that the Judgment is entered, plus post-Judgment interest at the rate of 0.69 % per annum until the Judgment is paid, and costs of court; for which let execution issue.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all costs of suit shall be borne by and are hereby assessed against Defendant; for which let execution issue.

This is a final judgment. All relief not granted herein is denied.

SIGNED this 15th day of January, 2009.

s/ Halil Suleyman Ozerden

HALIL SULEYMAN OZERDEN
UNITED STATES DISTRICT JUDGE

Submitted by:

By: /s/ Darren M. Guillot

Darren M. Guillot

MS State Bar No. 10391

Attorneys for Plaintiff

*Upon entry, please mail copies of this Judgment
to the following:*

Darren M. Guillot

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Company of America, as Subrogee

Of Coastal Truck Brokers LLC